



Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Sterling Services Incorporated

File: B-240381

Date: August 16, 1990

Walter Bull for the protester.
Millard F. Pippin, Department of the Air Force, for the agency.
James M. Cunningham, Esq., and John F. Mitchell, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest against competitive, 1-year interim contract for telephone switchboard services is dismissed. Net effect of protest would necessarily lead to restriction of competition for services since the protester, the incumbent contractor, insists that the only appropriate alternative is to continue to award it monthly purchase orders until a new solicitation is issued. Alternatively, if the protester is asserting the interests of other potential quoters, this ground of protest is for other potential quoters to raise, not the protester, who participated in the procurement.

2. Protest that agency did not possess adequate information for soliciting quotations is dismissed as untimely where first raised in protester's comments on agency's request for dismissal, well after when quotations were due.

DECISION

Sterling Services Incorporated has protested the July 6, 1990, decision of Eglin Air Force Base, Florida, to issue request for quotations (RFQ) No. F08651-90-Q5316, for telephone switchboard services for an interim 12-month period beginning in the summer of 1990. The Air Force solicited quotations from several sources on the basis that the services were urgently required.

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We dismiss the protest.

The Air Force explains that in December 1989, during Sterling's performance of the prior contract for these services, another contractor installed a new telephone switch system which permitted the switchboard services to be performed with fewer employees. Following that installation, the Air Force expected to have an accurate tally of telephone system statistics, generated from the new switch system, from which it could determine how many telephone operators it would need for the new contract period beginning in the summer of 1990.

However, because of technical problems, the Air Force was unable to complete the tally by June 30, 1990--the end of Sterling's prior contract, as extended. Realizing that it might take as long as another year to complete the tally and draft new specifications, the Air Force states that it issued to Sterling a purchase order for the continued provision of these services for the month of July. To obtain competition for the services, the Air Force issued the subject RFQ and received quotations on July 11 from several quoters, including Sterling, for the 12-month period described in the RFQ. The protester's quotation was the second-lowest received.

In its initial protest filed with our Office on July 11, Sterling contended only that the services being sought were not urgently required because Sterling's employees were still available to continue to provide services on a monthly purchase order basis for the entire 1-year interim period. In reply, the Air Force sought dismissal of the protest on the basis that Sterling's protest only sought to restrict competition for the services by insisting on the continuation of monthly purchase orders--presumably to be awarded to Sterling as the "in-place," incumbent contractor. Alternatively, the Air Force argued that if Sterling's protest was really concerned with the Air Force's ability to obtain competition and the rights of potential quoters who were not solicited on the RFQ, then the other potential quoters, not Sterling, were the only interested parties to raise this issue. 4 C.F.R. § 21.0(a) (1990).

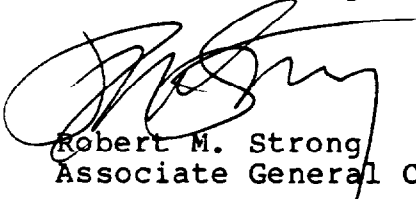
The Air Force's request for dismissal prompted Sterling to file a new ground of protest with our Office on July 31 in which Sterling contended that it was not possible to have a competition for the services because the Air Force did not have sufficiently accurate information about its contract operation and work load. This was illustrated, Sterling argued, by the 25 percent variation between the lowest and

highest quotations received for the interim contract. Sterling also insisted that its protest "[did] not involve the expansion or reduction of competition" but was only "concerned about having any competition when the data needed for competent bids [was] not available."

Although Sterling argues that it does not want to restrict competition for the services, that would be the net effect of adopting Sterling's reasoning, since Sterling argues that the only appropriate alternative to the current solicitation is for the Air Force to continue the "precedent" established in July of issuing monthly purchase orders to Sterling. Consistent with the objective of our bid protest function to ensure full and open competition for government contracts, our Office generally will not review a protest that has the purpose or effect, whether explicit or implicit, of reducing competition to the benefit of the protester. Ingersoll-Rand Co., B-236495, Dec. 12, 1989, 89-2 CPD ¶ 542. Consequently, we will not consider Sterling's protest against this competitive RFQ. Alternatively, if Sterling is asserting the rights of any potential offerors who were precluded from quoting given the relatively short time period allowed for submitting quotations, this ground of protest is for those other companies, not Sterling, to raise; consequently, Sterling is not an interested party to raise this alternative ground of protest. See Cloud 9 Limos, B-234572, Mar. 20, 1989, 89-1 CPD ¶ 287.

Finally, we dismiss as untimely Sterling's protest that the Air Force did not have adequate data with which to solicit competitive quotations. This ground was not raised until Sterling commented on the contracting agency's request for dismissal, and not before quotations were due, as required by our Bid Protest Regulations, 4 C.F.R. § 21.2(a)(1).

We dismiss the protest.


Robert M. Strong
Associate General Counsel